



# STATE OF ARKANSAS

## Term Contract

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Vendor No. 100026717  
Contact Donnie R. Savage  
Your reference SP-10-0040

DRS SERVICES INC  
2013 BROADWAY  
LITTLE ROCK AR 72206

Contract No. 4600018582  
Date 10/08/2009

Contact Mary Jane Roberts  
Telephone 501-371-6063  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:

ADEQ  
Attn: Accounts Payable  
5301 Northshore Drive  
North Little Rock, AR 72118-5317

Ship To:

Valid from: 12/10/2009  
Valid to: 11/30/2010

Reference Tracking Number SP-10-0040

Vendor: DRS Services, Inc.  
Phone: 501-374-4428  
E-mail Address: drsservicesinc@att.net

Federal Tax ID 58-2227239

State Purchase Order

This is a term contract issued by the Office of State Procurement. This is not authority to ship. A separate purchase order will be issued. This contract constitutes acceptance of your bid along with all terms and conditions therein and signifies the offerer's knowledge and acceptance of all terms and conditions set forth within the invitation for bid.

Unarmed security officers for Cedar Chemical Plant, 49 Phillips Road 311, West Helena, AR for Arkansas Department of Environmental Quality, North Little Rock, AR 72118-5317.

Term of Contract

The term of the contract shall be December 10, 2009 through November 30, 2010 with options to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement.

Extension Clause

Any contract awarded from the offering of these specifications will be subject to, after the original expiration date, an extension of six (6) additional times for the term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement, ADEQ and the contractor. The Office of State Procurement will notify the contractor

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

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Purchasing Official/Fiscal Officer

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before expiration of this contract if an extension is requested.

### Price Change Clause

All prices bid will remain firm for the first term of the contract. In the event of an increase in the Federal or State Minimum Wage, this contract may be renegotiated based on the number of man-hours being expended on the contract. The Contractor will be required to supply such documentation as may be considered necessary by ADEQ and OSP to support a claim for higher compensation due to higher minimum wage requirements.

In the event of a general price decrease, the State shall be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

### DUTY SCHEDULE:

Monday through Sunday (1 guard for each shift) 24 hours a day. Should a duty supervisor be performing his duties from a vehicle, said vehicle shall be equipped with a radio capable of direct two-way voice communication with the contractor base headquarters. The duty supervisor is responsible for the personnel on all shifts in operation during his duty period.

A supervisor shall visit each shift at least once per week. At which time he will sign the guard log.

(1 guard as detailed below including holidays observed by the State of Arkansas). The guard must remain on site at all times. A physical security check of the perimeter must be conducted once every two hours. A log must be kept reflecting checks made. A log must be maintained of all person(s) entering or leaving the site. Guards must be knowledgeable of general orders and emergency procedures for site emergency (fire, vandalism, etc.).

This contract is to begin at 5:00 p.m. December 10, 2009, for 24 hours a day seven days a week until 5:00 p.m. November 30, 2010.

### Legal Holidays:

New Year's Day	January 1	
King's Birthday/Lee's	January 19	
Memorial Day	Last Monday in May	
Independence Day	July 4	
Labor Day	1st Monday in September	
Veterans' Day	November 11	
Thanksgiving Day	4th Thursday in November & the	day after
Christmas Eve	December 24	
Christmas Day	December 25	

### Duties:

Access within the gated area shall be controlled by security personnel. A list of authorized ADEQ personnel which are allowed to enter the fenced-in area will be maintained at the guard house. This list will be located in the security building and identify ADEQ staff members by their name and picture. Other personnel may only be given access to the fenced-in area while accompanied by an authorized ADEQ staff member, unless written authorization has been received by an ADEQ official.

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The guard must remain on site at all times. A physical security check of the perimeter must be conducted once every two hours. A log must be kept reflecting checks made. A log must be maintained of all person(s) entering or leaving the site. Guards must be knowledgeable of general orders and emergency procedures for site emergency (fire, vandalism, etc.).

At the time service commences the contractor shall collaborate with ADEQ by preparing and providing a copy of the Post Orders that will govern duties and performance levels for Security Guards and Site supervisors assigned. Mutual agreement by client and contractor shall determine the final form and content of the Post Order. One notebook containing the Post Orders shall be provided to the post, and one to the Manager over Security for the Cedar Chemical Plant.

All employees must be able to perform normal to emergency duties requiring moderate to arduous physical exertion such as: Standing or working for an entire shift.

All employees must be able to climb stairs and ladders, lift or carry objects weighing up to 30 pounds.

All employees must successfully pass a drug test designed to detect the following elements: Marijuana, Cocaine, Opiates, Amphetamines, PCP. Tests will be made at the vendor's expense with a copy of the report submitted to the agency.

Guards shall comply with published regulations for control of persons entering or leaving the building. Regulations will be furnished to the contractor by ADEQ as part of the Guard Post orders.

### DRESS CODE:

All employees of the contractor reporting to the ADEQ for duty, shall be neatly and fully uniformed with shirt, trousers, jacket, and rain gear during inclement weather. Uniforms are to be clean and neat without obvious signs of wear such as holes, tears, or fading. Shirts shall bear a patch with company identification and employees shall also wear an approved badge while on duty. Jackets, rain gear, and any other outer garment shall bear visible company identification. All employees must have two (2) complete uniforms.

The contractor shall provide two or more complete uniforms including trousers, belt, shirts or blouses, winter coat, lightweight jacket, caps, rainwear, and severe cold weather gear. All wearable items (such as the uniform) shall be provided by the contractor at no cost to the Officers.

### EQUIPMENT:

Flashlights, batteries and bulbs, report forms, log books, notebook containing post orders and adequate communication equipment.

### PROTECTION OF WORK AND PROPERTY:

The contractor shall take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, or any other items from the grounds.

The contractor shall also be responsible for any loss or damage to the State's property and the property of others due to the contractor's personnel, and shall make good, at his own expense, such loss or damages.

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### SECURITY OFFICE:

Contractor shall insure the designated office is kept orderly, clean, sanitary, odorless, and free of hazards.

### EMPLOYEE QUALIFICATIONS:

All employees assigned by the contractor shall meet all requirements of the Arkansas Board of Private Investigators and Private Security Guards and any other applicable Federal or State requirements. Employees must be physically and mentally capable, experienced, and trained to perform the work. In addition, employees must submit a valid Arkansas Drivers License, be at least 21 years of age, possess a high school diploma, GED or equivalent training, must be able to read, write and verbally communicate effectively in English, particularly in emergency situations and be exempt of all criminal convictions. Employee should not have a history of unsatisfactory performance in a similar work assignment, possess binocular vision, correctable 20/30 and capable of hearing ordinary conversations at fifteen (15) feet without the benefit of a hearing aid.

### TRAINING:

All employees shall be trained prior to placement in the ADEQ location as specified within. Training shall include, but not be limited to: The satisfactory completion of an eight-hour off-job security course in compliance with Arkansas Code Annotated 17-40-101 et seq. Legal restrictions on arrest, search and seizure.

All employees shall be trained in appearance, attitude, conduct and discipline. Safety on the job, report writing, bomb threats, radio / telephone techniques.

Each employee shall have on-the-job instruction on a minimum of four hours including but not limited to: Performance of Post Assignments, Performance of Special assignments, Emergency procedures. Proper use of emergency equipment (i.e. fire extinguishers, fire equipment, gas masks, respirators, etc.), and Public relations.

All training is to be conducted by the Contractor, Administrative or Supervisory Staff and furnished without charge to the State. The Contractor, Administrative or Supervisory Staff must keep adequate training records.

### SECURITY CHECK:

The contractor must have background investigations/checks available from Arkansas State Police on each employee prior to being assigned to the Cedar Chemical Plant by ADEQ. The contractor must keep the information on file with a copy provided to ADEQ upon request. The contractor may have the employee complete such questionnaire as required by the State for security or other reasons related to this duty. All expenses for background checks will be at the expense of the contractor.

ADEQ reserves the right to have Contractor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 2000 USC Et Seq. All expenses for polygraph examinations will be at the expense of the contractor.

### SUPERVISION:

The contractor shall provide all supervision of personnel performing the work specified in this IFB. The contractor must agree to replace personnel who become incompatible with the State, and ADEQ will be the sole judge of the

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incompatibility.

Supervisors shall be competent in their knowledge of security procedures, aggressive in solving problems. The contractor agrees to provide all necessary liaisons with the agency contact person.

The contractor shall submit to ADEQ, names and addresses of all employees engaged in inspecting and/or supervising.

### SITE SUPERVISOR:

A site supervisor, who may be a guard, shall be designated for ADEQ by the contractor. The site supervisor will act as liaison for reports and instructions (forward reported information to the designated ADEQ supervisor and forward information and/or instructions to his superior).

### INSURANCE:

After receiving a contract award, the contractor must furnish an approved "Certificate of Insurance" and must keep the insurance in force throughout the contract period. The insurance may not be modified without OSP and ADEQ approval. The following is a list of liability limits.

Workers Compensation and Employee Fidelity Coverage  
Standard limits as outlined by vendor's insurance carrier.

- A. Worker's Compensation and Employee Liability Policy
  - Worker's Compensation Statutory Limits
  - Employer's Liability \$100,000.00 each accident
- B. Comprehensive General Liability Policy
  - Premises and Operation
  - Contractual Insurance
  - Personal Injury

Each item listed in Section B must have:

- Bodily Injury \$250,000.00 each person  
\$500,000.00 each occurrence
- Property Damage \$100,000.00 each occurrence  
\$100,000.00 aggregate

### INDEMNIFICATION OF STATE:

The security company shall defend any and all suits against the State for damage to property or injury to persons, including death, caused by the security company negligence performance. Shall indemnify and hold harmless the State from all claims arising out of the negligent performance of the security company. The security company shall pay, liquidate and discharge all claims or demands for bodily injury, loss or damage to all property caused by negligent performance of the security company, including damage to the buildings and other property of the State, and all costs and reasonable expense of suits and reasonable attorney's fees. In the event of any injury, including death, loss or damage to property or claims, the security company shall give immediate notice to ADEQ.

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### THIRD PARTY CAUSE OF ACTION:

Notwithstanding anything herein to the contrary, the services provided under this agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

### CANCELLATION OF AGREEMENT:

#### Unsatisfactory Service:

The State shall have the option to terminate this agreement if the contractor fails to give satisfactory service, with Office of State Procurement being the sole judge of the service. The State will give the contractor thirty (30) days to correct the service. If, after this period, Office of State Procurement feels the service is unsatisfactory, this agreement may be terminated.

The thirty (30) day grace period for corrective action will only be allowed twice during the contract period. After the second notice, this contract may be terminated at once upon the State's dissatisfaction.

In the event of such termination, the State may contract completion of services with the next lowest bidder, and the contractor named herein shall be liable for payment to owner of any additional costs.

#### Force Majeure:

In the event the State no longer needs the service specified in this contract, the State may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10100112 SERVICE, SECURITY	12 Months	6,720.00	\$ 80,640.00
Estimated Net Value				80,640.00

AGENCY CONTACT: Bob Hampton 501-682-0957 or Clay McDaniel 501-682-0836.

### OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.

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3. DISCOUNTS: All cash discounts offered will be taken if earned.

4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in

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excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

20. **DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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